



This Amendment modifies the following terms and conditions in the existing Purchase Agreement, or ☐ Counter Offer No. _____, or ☐ other _____ dated _____ for the Property known as _____ between _____ ("Buyer") and _____ ("Seller").

California law generally recognizes "Impossibility, Impracticability and Frustration of Purpose" as grounds for excusing performance of contractual terms and conditions. The Parties acknowledge and agree that the COVID-19 pandemic has, or may have, rendered their timely or actual performance impossible. The Parties therefore agree as follows:

1. Contract Immediately Terminated: ☐ The Parties agree to mutually terminate and rescind this Contract and the escrow as of the date of this Amendment without the need for any Notice to Perform. Buyer's funds in escrow shall be returned to Buyer less any fees and costs incurred by Buyer. **STOP IF THIS ALTERNATIVE IS CHECKED.**

2. Contract Unchanged Except Closing Date and Certain Open Contingencies Extended: If checked below, the Parties agree to extend any previously agreed upon, but not already waived or removed.

- A. ☐ **Due Diligence contingencies**, including, but not limited to, those concerned with the condition of the Property, the status of title, the review of any documentation regarding leased or liened items, obtaining a 3R Report, and/or the review of any Homeowners' Association documentation for **20 or _____ Days** from the final signature date below.
- B. ☐ **Financing and any Appraisal contingencies for 25 or _____ Days** from the final signature date below.

3. Contract Unchanged Except Closing Date Extended and Certain New or Renewed Contingencies: If checked below, the Parties agree the following contingencies are immediately in effect subject to the other terms and conditions of the Contract, whether such contingencies were originally agreed upon in the Contract or not, previously waived or not.

- A. ☐ **Due Diligence contingencies** as defined above for **20 or _____ Days** from the final signature date below.
- B. ☐ **Financing and any Appraisal contingencies for 25 or _____ Days** from the final signature date below.

4. Closing Date Extended: If a check box in Paragraphs 2 or 3 above (OR this check box ☐) is checked the Parties agree to extend the Close of Escrow for **30 or _____ Days** after the date agreed upon in the Contract.

FOR PARAGRAPHS 2-4 ABOVE. In the event that Buyer cannot complete Buyer's due diligence or obtain financing within the extended times in Paragraphs 2 and 3, or escrow cannot close within the extended time of Paragraph 4 due to (a) governmental edicts restricting or barring movement, (b) delays caused by Escrow Holder, title company, lender, County Recorder or other third-party or agency whose performance is necessary to effectuating the Closing, either Party may issue a Notice to Perform and, upon expiration of the Notice, this Contract and the escrow shall be deemed mutually cancelled. Upon cancellation, Buyer's funds in escrow shall be returned to Buyer, less any fees and costs incurred by Buyer.

5. Other: _____

All terms and conditions of the Contract remain in full force and effect, except as modified above. This Amendment shall expire within 3 or _____ days from the date first signed below unless signed by all Parties to the Contract.

Buyer _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Seller _____ Date _____

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

